



RLH VBR 21-23

APPLICATION FOR APPEAL

Saint Paul City Council – Legislative Hearings

RECEIVED

310 City Hall, 15 W. Kellogg Blvd.

Saint Paul, Minnesota 55102

Telephone: (651) 266-8585

APR 15 2021

CITY CLERK

We need the following to process your appeal:

- \$25 filing fee (non-refundable) (payable to the City of Saint Paul) (if cash: receipt number _____)
 - Copy of the City-issued orders/letter being appealed
 - Attachments you may wish to include
 - This appeal form completed
 - Walk-In OR Mail-In
- for abatement orders only: Email OR Fax

HEARING DATE & TIME
 (provided by Legislative Hearing Office)
 Tuesday, April 20, 2021
 Time 2:30 p.m. to 4:00 p.m.
 Location of Hearing:
 Teleconference due to Covid-19 Pandemic

Call cell *

Address Being Appealed:

Number & Street: 721 Jackson St City: St. Paul State: MN Zip: 55448

Appellant/Applicant: Anh-Duyen Pham Email giaoduyenus@yahoo.com

Phone Numbers: Business _____ Residence _____ Cell (651)343-4037 *

Signature: _____ Date: April 10th 2021

Name of Owner (if other than Appellant): _____

Mailing Address if Not Appellant's: _____

Phone Numbers: Business _____ Residence _____ Cell _____

What Is Being Appealed and Why? *Attachments Are Acceptable*

- Vacate Order/Condemnation/Revocation of Fire C of O _____
- Summary/Vehicle Abatement _____
- Fire C of O Deficiency List/Correction _____
- Code Enforcement Correction Notice _____
- Vacant Building Registration _____
- Other (Fence Variance, Code Compliance, etc.) _____



CITY OF SAINT PAUL

April 07, 2021

Ann Duyen V Pham
12125 Martin St NW
Coon Rapids MN 55448-1999

Customer #:1183722

Bill #: 1564701

VACANT BUILDING REGISTRATION NOTICE

The premises at **721 JACKSON ST** has been inspected and found to meet the legal definition of a Vacant Building as described in Saint Paul Legislative Code, Chapter 43. You are required by law to register this building with the Department of Safety and Inspections, Vacant Building Division, by filling out and returning the registration form provided with this letter. You are also required to pay the annual Vacant Building Registration Fee of **\$2,127.00**. The fee is due upon receipt of this letter and must be paid no later than thirty (30) days from the date of this letter, as required in Saint Paul Legislative Code, Chapter 43. If this building is vacant due to a fire, complete the enclosed registration form and return it to this office within 30 days.

Payment must be received by May 07, 2021 .

You may pay this registration fee online by going to **online.stpaul.gov** and selecting the 'Make a Payment' option. You will need your customer number and bill number to process a payment - both can be found on this letter.

To pay this invoice by mail please send this registration form along with payment to:

DEPARTMENT OF SAFETY AND INSPECTIONS
375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806
Do Not Mail Cash

If you wish to pay in person, you may do so from 8:00am to 4:00pm Monday through Friday at the above address.

You may file an appeal to this fee or registration requirements by contacting the City Clerk's Office by calling (651)266-8688. Any appeal of this fee must be made within ten (10) days of the date of this notice.

If the registration fee is not received in this office within 45 days of the date of this letter, the full amount owed will be assessed to, and collected with, the taxes for this property as permitted by Saint Paul Legislative Code Chapter 43.

The Code Enforcement Officer has notified the Building Inspection and Design Section that this property meets the legal definition of a registered vacant building and in accordance with Legislative Code Chapter 33, no permits (except demolition, wrecking and removal permits) will be issued until the requirements of all applicable ordinances are fulfilled.

All category 2 and category 3 vacant buildings must be winterized with gas and water services shut off or, alternately, an excess flow gas valve must be installed in the dwelling, within sixty (60) days of the date of this notice.

WRITTEN PERMISSION FROM THE CITY OF SAINT PAUL IS REQUIRED BEFORE A CATEGORY 2 OR CATEGORY 3 VACANT BUILDING CAN BE OCCUPIED OR SOLD.

Category 2: Requirements include: 1. register/re-register the building, 2. pay outstanding fee(s), 3. obtain a code compliance report, 4. submit for approval a rehab cost estimate from a licensed contractor and a schedule for completion of all code compliance work, 5. submit proof of financial responsibility acceptable to the City, and 6. obtain Zoning approval of the proposed use.

Category 3: All requirements listed for Category 2 vacant buildings, AND obtain a **Certificate of Occupancy OR Certificate of Code Compliance** prior to the sale of the building.

If the use of this building meets the definition of a nonconforming use by the Zoning Code, then the use will lose its nonconforming status 365 days from the date the building was declared vacant.

You must contact the Enforcement officer , Matt Dornfeld, at 651-266-1902 to find out what must be done before this building can be legally reoccupied.

The Enforcement Officer may declare this building to constitute a Nuisance Building subject to demolition and issue an Order to Abate under authority of Legislative Code Chapter 45. In the event this building is declared a Nuisance Building, subject to demolition, the Enforcement Office will notify all owners and interested parties of the Order to Abate as provided in the Legislative Code Chapter 45.

If you have questions about this annual registration fee or other vacant building requirements, please contact the District Inspector, Matt Dornfeld, at 651-266-1902.

This registration form and fee is required by law. Your prompt attention to this matter is appreciated.

Steve Magner
Vacant Buildings Program Manager

Enclosures: Regulations Requirements Information
Vacant Building Registration Form

SM: md
vb_registration_notice 11/14



**EXCLUSIVE RIGHT TO REPRESENT
SALE AND/OR LEASE RETAIL LISTING AGREEMENT**

February 21st, 2020

DELIVERED VIA EMAIL by Marshall Nguyen of Caspian Group

THIS AGREEMENT ("Agreement") is made this **February 21st, 2020**, by and between Caspian Management LLC, a Minnesota Limited Liability Company d/b/a Caspian Group ("Broker"), and Lunar 4 LLC ("Owner").

1. Agency. Owner hereby retains and appoints Caspian Group as its exclusive real estate agent to represent Owner and to perform the following services:

(a) List for lease the following real property ("Property"):

ADDRESS: 721 Jackson St
CITY, STATE, ZIP St. Paul, MN 55101
PROPERTY TYPE: Retail/Office/Mix-Use
PARCEL ID: 312922210093

(b) Sale and lease rates and terms for marketing the Property shall be as follows:

- (i) Advertise such space in the Project and promote the leasing of such space by preparing flyers and brochures distributed through circulars and mailings, and by engaging in other appropriate forms of advertising, all of which shall be subject to the mutual agreement of Owner and Agent as to its extent, form and content, and as to the sharing of the cost of such advertising.
- (ii) Employ the services of our brokers in leasing such available space in the Project and cooperate with other brokers and Owner in leasing such space in the Project. Fees paid to other brokers shall be in accordance with provisions of Appendix A.
- (iii) The property will be marketed with an initial asking price of \$_____/per square foot of Property space per year triple Net. Caspian Group suggests starting with a minimum of _____ lease terms. Any deviation from the rates and terms set forth in this paragraph



shall first be approved in writing by the owner. If this property is strictly for sale this section will be left blank.

- (iv) The property will be marketed for sale with the following terms:
 - a. Listing Price \$330,000.00 and/or Negotiable
 - b. Seller's acceptable terms: _____If this property is strictly for lease this section will be left blank.

- (v) Assist Owner with the following:

- a. Prepare for Owner's review an analysis of offers and if appropriate a comparison of the offers to lease the Property;
- b. Arrange, attend, and assist in the inspection of the Property by potential tenants;
- c. Negotiate, with Owner's approval and direction, final terms for the contract for lease of the Property;
- d. Assist in the preparation and delivery of any due diligence materials required by the tenant prospect of the Property

(c) For purposes of this Agreement, Caspian Group shall take direction related to the marketing, terms, and other matters and information necessary from Owner for Caspian Group's representation, from Owner's designated representative, who is Ann Duyen V Pham.

(d) All inquiries, proposals and offers received by Owner from brokers, prospective tenants or any other party concerning possible sales, leases or other real estate transactions shall be referred to Caspian Group and all negotiations shall be conducted by Caspian Group or under Caspian Group's direction, subject to Owner's review and final approval.

NOTICE: THE COMMISSION RATE FOR THE SALE, LEASE, RENTAL OR MANAGEMENT OF REAL ESTATE PROPERTY SHALL BE DETERMINED BETWEEN EACH INDIVIDUAL BROKER AND THE CASPIAN GROUP'S CLIENT.

2. Commissions. Caspian Group shall be entitled to a commission for any transaction entered into by Owner in accordance with the provisions of this Agreement, whether such transaction is negotiated directly by Owner or another broker. Owner shall pay Caspian Group a commission calculated in accordance with Caspian Group's commission rates and conditions for the area in which the property is located, a schedule of which is attached hereto as ("**Appendix A**") and incorporated herein by reference ("**COMMISSION AGREEMENT**"). Commission payments are due upon closing of any agreement for a real estate transaction related to the Property.



3. Term. The term of this Agreement shall commence on the date hereof and shall expire and terminate on **February 25th, 2021** subject to the Protective Period provided in Section 4 of this Agreement.

4. Protective Period. Owner further agrees that in the event any Lease of the Property resulting from any contract or agreement entered into by Owner within six (6) months after the expiration or termination of this Agreement ("Protective Period") is consummated with any person or entity for which a Lease Commission would otherwise be payable by Owner hereunder, Owner will pay the Commission to Caspian Group. Owner shall furnish Caspian Group with all relevant information received by Owner during the

Protective Period regarding any lease offers or inquiries from such persons or entities promptly after receiving same. Caspian Group's Protective Period shall only be applicable to persons or entities with whom Caspian Group has negotiated during the term of this Agreement. Caspian Group shall identify such persons or entities by providing Owner with a written "protective list" within 72 hours of the expiration or termination of this Agreement, time being of the essence. Caspian Group shall be conclusively deemed to have "negotiated" with a party, if Caspian Group (or any outside broker acting at the direction of Caspian Group) has shown the Property to such party or prepared an proposal on behalf of Owner to lease the Property to such party or submitted written information to such party concerning the Property specifically at the request of such party.

5. Owner's Representations and Agreements.

- (a) Owner represents that Owner has full legal right to lease the Property.
- (b) Owner agrees to permit Caspian Group to erect a "For Lease" sign on the Property and to remove all other "For Sale or Lease" signs from the Property during the term of this Agreement.
- (c) Owner agrees to cooperate with and assist Caspian Group in making the Property available for inspection by prospective tenants and their agents. Owner agrees to permit Caspian Group to share part of its Commission Agreement with other real estate brokers, including brokers only representing potential purchasers or tenants of the Property.
- (d) Owner agrees to provide Caspian Group with all material information concerning the physical, legal or environmental status of the Property presently in Owner's possession or subsequently received by Owner.

6. Indemnity. If Caspian Group lists real property itself for lease or sale on behalf of the Owner, Owner agrees to indemnify Caspian Group from and against any and all liability, loss, cost, damage and expense, including reasonable consultant and attorney's fees, resulting from or due to claims made by any party arising out of the release or threatened release of hazardous substances, hazardous waste, pollutants or contaminants which were, or are claimed or alleged to have been, deposited, stored,



disposed of, placed or otherwise located or allowed to be located on the Property by Owner or its agents, employees or contractors. As used herein, the term "hazardous substances," "hazardous waste," "pollutants" and "contaminant" mean any substances, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code or regulation now existing or hereafter enacted or amended. Owner agrees to indemnify and hold Caspian Group harmless from any liability or damages arising from any incorrect information supplied by Owner or any information which Owner fails to supply.

7. Dual Agency Disclosure. If tenant represented by Caspian Group wishes to lease Owner's property, a dual agency will be created. This means that Caspian Group will represent both the tenant and the landlord, and owe the same duties to the seller that Caspian Group owes to the tenant. This conflict of interest will prohibit Caspian Group from advocating exclusively on the Owner's behalf. Dual agency will limit the level of representation Caspian Group can provide. If a dual agency shall arise, the Owner will need to agree that confidential information about price, terms, and motivation will still be kept confidential unless Owner instructs Caspian Group in writing to disclose specific information about Owner. All other information will be shared. Caspian Group cannot act as a dual agent unless both the tenant and the seller agree to it. By agreeing to a possible dual agency, Owner will be giving up the right to exclusive representation in an in-house transaction. However, if the Owner should decide not to agree to a possible dual agency, and the Owner wants Caspian Group to represent the Owner, the Owner may give up the opportunity to lease the Property to tenants represented by Caspian Group.

Having read and understood this information about dual agency, Owner now instructs Caspian Group as follows:

 X Owner will agree to a dual agency representation and will consider offers made by tenant prospects represented by broker.

 Owner will not agree to a dual agency representation and will not consider offers made by tenant prospects represented by Broker.

Owner signature

Caspian Group signature

Date: _____

Date: _____